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February 12, 2019

Via Electronic Filing

The Honorable Jocelyn G. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

**Re: Beulah Solar, LLC – Request for Modification of an Interconnection
Agreement with South Carolina Electric & Gas Company
Docket Number 2018-401-E**

Dear Ms. Boyd:

Enclosed for filing in connection with the above-referenced matter, please find *South Carolina Electric & Gas Company's First Set of Discovery Requests to Eastover Solar, LLC*.

By copy of this letter, we are serving the First Set of Discovery Requests upon the parties of record and attach a certificate of service to that effect.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'J. Ashley Cooper'. Below the signature, the name 'J. Ashley Cooper' is printed in a black serif font.

JAC:vbb

Enclosure

cc: (Via Electronic Mail and First Class Mail)
Richard L. Whitt
Dawn Hipp
Jeffrey M. Nelson

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2018-401-E

IN RE:)	
)	
Beulah Solar, LLC – Request for)	
Modification of an Interconnection)	
Agreement with South Carolina Electric &)	CERTIFICATE OF SERVICE
Gas Company,)	
)	

This is to certify that I have caused to be served on this day one (1) copy of **SOUTH CAROLINA ELECTRIC & GAS COMPANY’S FIRST SET OF DISCOVERY REQUESTS TO EASTOVER SOLAR, LLC** via electronic mail and U.S. First Class Mail upon the persons named below, addressed as follows:

Richard L. Whitt
Austin & Rogers, P.A.
508 Hampton Street, Suite 203
Columbia, South Carolina 29201
Email: rlwhitt@austinrogerspa.com

Attorney for Petitioners

Jeffrey M. Nelson
Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, South Carolina 29201
Email: jnelson@regstaff.sc.gov

s/ J. Ashley Cooper

This 12th day of February, 2019.

BEFORE

THE PUBLIC SERVICE COMMISSION

OF SOUTH CAROLINA

DOCKET NO. 2018-401-E

IN RE:)	
)	
Beulah Solar, LLC – Request for)	South Carolina Electric & Gas Company’s First Set of Discovery Requests to Eastover Solar, LLC
Modification of an Interconnection)	
Agreement with South Carolina Electric &)	
Gas Company,)	
)	

TO: EASTOVER SOLAR, LLC

Pursuant to S.C. Code Ann. Regs. §§ 103-833, 103-835 and Rule 36 of the South Carolina Rules of Civil Procedure, South Carolina Electric & Gas Company (“SCE&G”), by and through its undersigned counsel, requests that Eastover Solar, LLC (“Eastover”) admit or deny the following requests to admit, answer the corresponding interrogatories under oath, and produce all documents or other materials responsive to the corresponding requests for production within twenty (20) days of the date of service hereof to the offices of Parker Poe, set forth below, (“Discovery Requests”). Each matter for which admission or denial is requested shall be deemed admitted unless Eastover serves responses within the period required by Rule 36, SCRCF.

INSTRUCTIONS

IT IS HEREIN REQUESTED:

1. That all information, documents, and other materials shall be provided to the undersigned in the format as requested.
2. That all responses to the below Discovery Requests shall be labeled using the same numbers as used herein.

3. That if the requested information, documents, or other materials are found in other places or in other exhibits, reference not be made to those, but, instead, that the information, documents, or other materials be reproduced and placed in the responses to the interrogatory or requests for production in the appropriate sequence.

4. That any inquiries or communication relating to questions concerning clarifications be directed to the undersigned.

5. That all exhibits be reduced to an 8.5" x 11" format.

6. If the response to any Discovery Request is that the information requested is not currently available, state why the information is not currently available and when the information requested will become available.

7. The corresponding Discovery Requests shall be deemed continuing so as to require Eastover to supplement or amend its responses as any additional information, documents, or other materials become available up to and through the date of hearing.

8. If a privilege not to answer is claimed, identify and describe each matter as to which privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim. In the event that a claim of privilege is raised pursuant to a common interest, provide the common interest agreement or joint defense agreement upon which the privilege is raised.

9. If a refusal to answer is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of man hours and costs required to conduct the search.

10. Answer based on the entire knowledge of Eastover, including information in the possession of Eastover, its officers, directors, consultants, representatives, agents, experts, and attorneys, if any.

11. If any Discovery Request cannot be admitted, denied, or answered in full, admit, deny, or answer to the extent possible and specify the reasons for Eastover's inability to provide a complete admission, denial, or answer.

DEFINITIONS

1. The terms "Eastover," "Eastover Solar," "Claimants," "You," and "Your" shall mean Eastover Solar, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. The terms specifically include companies such as, and without limitation, Community Energy, Inc. and Community Energy Solar, LLC. The terms also include all other Persons acting on behalf of Eastover.

2. The term "SCE&G" shall mean South Carolina Electric & Gas Company, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other Persons acting on behalf of SCE&G.

3. The term "Community Energy" shall mean Community Energy, Inc. and/or Community Energy Solar, LLC, together with their employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other Persons acting on behalf of Community Energy.

4. The term "IA" means the Interconnection Agreement by and between SCE&G and Eastover dated November 13, 2018.

5. The term “Requests” means, collectively, the Request for Modification of the Interconnection Agreement and the Motion to Maintain Status Quo, both filed by Eastover with the Public Service Commission of South Carolina on or about January 24, 2019, in the above-captioned matter.

6. The term “Action” shall mean the action initiated by Eastover before the Public Service Commission of South Carolina, Docket No. 2019-51-E, now consolidated into Docket No. 2018-401-E.

7. The term “Project” shall mean (a) a solar generating facility up to 73.600 MW that will be certified as a Qualifying Facility and connect to and operate on SCE&G’s systems and (b) the purchase of power under the terms of the IA.

8. The term “Person” shall mean any individual, partnership, firm, association, corporation, government agency, or other business or legal entity.

9. The term “Beulah” shall mean Beulah Solar LLC together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other Persons acting on behalf of Beulah.

10. The term “Midlands” shall mean Midlands Solar, LLC together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other Persons acting on behalf of Midlands.

11. The term “Settlement Agreement” shall mean the Joint Application and Petition of SCE&G and Dominion Energy, filed November 30, 2018, in Docket No. 2017-370-E.

12. The term “Milestones” shall have the meaning ascribed to it in the IA.

13. The term “Milestone Payment 1” shall have the meaning ascribed to it in the IA.

14. The term “Document” shall mean all written, recorded or graphic matters whatsoever and all non-identical copies thereof, including but not limited to papers, books, records, letters, photographs, correspondence, communications, electronic mail, text messages, social media records, telegrams, cables, telex messages, evidences of payment, checks, memoranda, notes, notations, work papers, transcripts, minutes, reports, recordings of telephone or other conversations, statements, summaries, opinions, studies, analyses, evaluations, contracts, agreements, jottings, agendas, bulletins, notices, announcements, advertisements, guidelines, charts, manuals, brochures, publications, schedules, price lists, subscription lists, customer lists, journals, statistical reports, desk calendars, appointment books, diaries, lists, tabulations, newsletters, drafts, proofs, galleys, or other prepublication forms of materials, telephone lists or indexes, rolodexes, computer printouts, data processing program libraries, data processing input and outputs, microfilm, microfiches, CD-ROMs, books of account, records or invoices reflecting business operations, all records kept by electronic, photographic, or mechanical means, any notes or drafts relating to any of the foregoing, and any other documents as defined in Rule 34 of the South Carolina Rules of Civil Procedure of any kind in Eastover’s possession, custody or control or to which Eastover has access or knows to exist. The above list is not meant to be exhaustive but to demonstrate the breadth of the items that may be considered “documents.”

15. The term “Communication” when used in these Discovery Requests shall include the transmittal of information by any means, written, oral, electronic or otherwise.

16. The terms “Identify” or “identity” used with reference to an individual means to state his or her full name, present or last known address, present or last known position and business affiliation, and employer, title, and position at the time in question. If the individual was an officer,

director, trustee, commissioner, or employee, also state the job title and areas of responsibility.

17. The terms “Identify” or “identity” used with reference to a writing means to state the date, author, type of document (e.g., letter, memorandum, telegram, chart, note, application, etc.), or other means of identification, and its present location or custodian. If any such document is no longer in Your possession or subject to Your control, state what disposition was made of it.

18. The term “Address” means home address, mailing address, school address, and business address.

19. Please construe “and” as well as “or” either disjunctively or conjunctively as necessary to bring within the scope of these Discovery Requests any information which might otherwise be construed outside their scope.

20. The terms “relating to,” “relate to,” and “related to” mean directly or indirectly, expressly or implied, mentioning, describing, pertaining to, being connected with, or reflecting upon the subject matter of the specific request.

REQUESTS FOR ADMISSIONS

1. Admit that the IA is a valid written agreement signed by Eastover.
2. Admit that Eastover read the IA before signing it.
3. Admit that extensions of Milestones under the IA are governed by Section 6.2 of the IA.
4. Admit that Eastover was aware of the Milestones of the IA when Eastover entered into the IA.
5. Admit that Eastover was aware of the curtailment scenarios set forth in Appendix 5 of the IA when Eastover entered into the IA.
6. Admit that the Settlement Agreement itself does not establish a change to any existing curtailment language contained in the IA.
7. Admit that the date of the grant of the Motion to Maintain Status Quo, if granted, will occur after the date for Milestone Payment 1 of the IA, January 29, 2019, has passed.
8. Admit that Eastover's Motion to Maintain Status Quo impacts other solar developers lower in SCE&G's queue.
9. Admit that the IA does not make the payment of Milestone Payment 1 contingent on or in any way related to Your ability to secure financing.
10. Admit that the IA does not contain any defenses or provisions which excuse the payment of Milestone Payment 1 because of Your ability or inability to secure financing.
11. Admit that Eastover is, or was at one time, owned and/or managed by Community Energy.
12. Admit that Midlands has the same or similar curtailment scenarios in the interconnection agreement it entered into with SCE&G.

13. Admit that Community Energy transferred ownership of or sold Midlands.

INTERROGATORIES

1. Give the names and addresses of Persons known to Eastover or counsel to have knowledge or to be witnesses concerning the facts of this Action and indicate whether or not written or recorded statements have been taken from these Persons and indicate who has possession of such statements.

2. List the names and addresses of any expert witnesses whom Eastover proposes to use as a witness at the trial or hearing of this Action and state:

- a. the subject matter on which the expert witness is expected to testify;
- b. the conclusions and/or opinions of the expert witness and the basis therefor;
- c. the qualifications of each expert witness and the basis therefor; and
- d. the identity of any written reports of the expert witness regarding the claims that are the subject of this Action.

3. For each Person known to Eastover or counsel to have knowledge or be a witness concerning the facts of this Action, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such Persons, or provide a copy of any written or recorded statements taken from such Persons.

4. Set forth an itemized statement of any and all damages You allege You sustained as a result of any act or omission of SCE&G.

5. Identify and set forth all communications made by or received by Eastover related to the allegations in the Requests. For each such communication, identify the subject of the communication; the type of communication; the names of the Persons involved; the date and

time of the communication; the place of the communication; and the Person(s) who made the statement(s).

6. Set forth all facts You contend support Your allegation that “[t]he stakeholder process to address solar developers’ concerns has recently been established.”

7. Set forth all facts You contend support Your allegation that “the stakeholder process will result in the adoption of clarifying curtailment protocols, and potentially [sic] modifications to SCE&G’s current IA curtailment provisions.”

8. Describe in detail and with specificity each and every curtailment protocol You expect to be adopted and how each will impact the curtailment scenarios contained in the IA.

9. Set forth the date on which the “Stakeholder Process” You describe in Your Request will be completed.

10. Set forth the date on which You contend the amendment or “modifications of the ‘curtailment language’ in SCE&G’s IAs” will occur.

11. Set forth all facts that show that You sought to extend or delay the payment of Milestone Payment 1 under the IA at the earliest reasonable date.

12. Describe all communications with SCE&G, prior to initiating this Action, wherein You notified SCE&G of any issues or problems You assert in this Docket are caused by the IA’s language.

13. Identify all Persons Eastover solicited to fund or finance the Project and/or Milestone Payment 1 of the IA and, if such Persons have been engaged to fund or finance the Project, the amount at which such Person has been engaged.

14. Identify all Persons with whom Eastover has sought financing for the Project and/or Milestone Payment 1 of the IA who refused to provide financing because of the

curtailment provisions or the purported uncertainty of future curtailment protocols contained in the IA.

15. Identify how Eastover is impacted differently from other solar developers by the “Stakeholder Process” discussed in Your Requests.

16. Identify all communications occurring between Eastover and Beulah relating to the Project, SCE&G, the Action, or the terms of any SCE&G interconnection agreement.

17. Identify all differences in Your ability to secure financing before the Settlement Agreement and after the Settlement Agreement.

18. Set forth the method by which You plan to fund or pay for the Project.

19. Identify all projects in South Carolina for which You, including without limitation any companies for which Community Energy has ever been an owner or manager, made a milestone payment in compliance with an interconnection agreement that contained SCE&G’s existing curtailment language.

20. Identify all projects in South Carolina in which You, including without limitation any companies for which Community Energy has ever been an owner or manager, made an initial milestone payment without funding for the project having been secured.

21. Identify all projects in South Carolina for which You, including without limitation any companies for which Community Energy has ever been an owner or manager, were unable to secure financing due to the existing curtailment language in any interconnection agreement between You and SCE&G.

22. Describe the ownership and operation of the South Carolina projects You, including without limitation any companies for which Community Energy has ever been an

owner or manager, developed and Your anticipated plans for the project, including without limitation whether You typically own and operate Your projects beyond an initial term.

23. Identify the specific curtailment provisions contained in the IA which you maintain are “detailed and complex.”

REQUESTS FOR PRODUCTION

1. Produce any and all statements, written, oral, or transcribed, of any individual that relate in any manner to the claims set forth in the Requests.
2. Produce all documents relied upon or referred to in responding to SCE&G's First Set of Interrogatories and First Set of Requests for Admission served contemporaneously herewith.
3. Produce all reports or other documents prepared by any expert witness retained by Eastover in this case, including a current curriculum vitae.
4. Produce all documents and communications relating in any way to this Action, including without limitation, all documents and communications Eastover intends to use in this Action.
5. Produce all documents, notes, and communications prepared, maintained, made, sent, or received by Eastover concerning the subject matter of the Requests.
6. Produce all documents and communications Eastover has provided to or received from SCE&G or anyone acting on SCE&G's behalf regarding the subject matter of the Requests.
7. Produce all documents and communications evidencing any damages You allege You sustained as a result of any act or omission of SCE&G.
8. Produce all communications made by or received by Eastover related to the allegations in the Requests, including without limitation the IA or Project.
9. Produce all documents and communications that support Your allegation that "the stakeholder process will result in the adoption of clarifying curtailment protocols, and potentially [sic] modifications to SCE&G's current IA curtailment provisions."

10. Produce all documents and communications that support Your belief that any amendment or modification of the curtailment language in SCE&G's interconnection agreements will apply retroactively to existing interconnection agreements.

11. Produce all documents and communications that support Your belief that the clarifying curtailment protocols, and potential modifications to the curtailment language in SCE&G's interconnection agreements will alleviate the financing difficulties.

12. Produce all documents and communications with or concerning Persons Eastover solicited to fund or finance the Project and/or Milestone Payment 1 of the IA.

13. Produce all documents and communications that relate to the financing of the Project and/or Milestone Payment 1 of the IA.

14. Produce all documents and communications that relate to the payment of Milestone Payment 1 of the IA.

15. Produce all documents and communications with or concerning Persons You, including without limitation any companies for which Community Energy has ever been an owner or manager, solicited to fund or finance solar development projects with interconnection agreements containing curtailment language similar to the IA.

16. Produce all documents and communications between You and SCE&G that relate to the curtailment provisions contained in the IA, including any proposed modifications.

17. Produce all documents and communications with SCE&G in which You assert the IA curtailment language was problematic or "making it extremely difficult" to secure financing prior to making your filings with the Commission.

18. Produce all documents and communications relating to a potential sale or ownership transfer of Eastover.

19. Produce all communications between Eastover and Beulah.
20. Produce all tax returns for Eastover from January 1, 2017, to present.
21. Produce all financial statements for Eastover from January 1, 2018, to present including, but not limited to, ledgers, profit and loss statements, balance sheets, cash flow statements, and bank statements.

Respectfully Submitted,

s/ J. Ashley Cooper
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***Attorneys for South Carolina Electric &
Gas Company***

Cayce, South Carolina

This 12th day of February, 2019.